

**THE TRAVELERS LIFE AND ANNUITY COMPANY, ONE CITYPLACE, HARTFORD, CT 06103-3415**

**Mailing Address: Life Services**

**PO Box 990019**

**Hartford, CT 06199-0019**

**FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

We will pay the Death Benefit to the Beneficiary upon receipt at Our Office of Due Proof of the Insured's Death while this policy was in force. Refer to the "Death Benefit" provision on Page 5 for information on determining the amount payable at death.

**READ YOUR POLICY CAREFULLY**

This is a legal contract between You and Us.

**RIGHT TO CANCEL**

We want You to be satisfied with the policy You have purchased. We urge You to examine it closely. If, for any reason, You are not satisfied, You may return the policy to Us or to the agent from whom it was purchased to be cancelled within 20 days after it was received by You. We will return all premium paid for this policy less any outstanding loans and surrenders within 10 days after its return to Us. After the policy is returned, it will be considered as if it were never in effect.

Signed at Hartford, Connecticut

A handwritten signature in black ink, appearing to read "E. Stigum", is written over a horizontal line.

**Flexible Premium Adjustable Life Insurance Policy  
Premiums Payable Until Policy Maturity or Insured's Prior Death  
Insurance Payable at Insured's Death  
Non-Participating**

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A copy of the application and any riders follow the Settlement Options.

**BENEFIT DESCRIPTION**

TL-17113\*3\*TL-17321\*TL-17320\*TL-14392\*TL-15908\*TL-15907\*TL-17641\*L-13700  
\*LH-386\*TL-22464\*6-E48-07\*OUT\*L-23496\*  
(MVP02) PAGE 3(A)





STATED AMOUNT: 15,000,000      INSURED: JOHN P UTSICK  
 POLICY NUMBER: 7447253      POLICY DATE:      NOV 7, 2004  
 ISSUE AGE: 61      ISSUE DATE:      DEC 15, 2004  
 MATURITY DATE: NOV 7, 2043      MONTHLY DEDUCTION DAY: 7TH DAY OF MONTH

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BENEFIT DESCRIPTION

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MONTHLY EXPENSE  
 CHARGES:

\$.09 PER THOUSAND OF INITIAL STATED AMOUNT FOR POLICY YEARS 1-5; AND A CHARGE PER THOUSAND OF INCREASE AMOUNT FOR THE FIRST FIVE YEARS FOLLOWING AN APPLIED-FOR INCREASE; PLUS \$5 PER MONTH WHEN THE STATED AMOUNT IS LESS THAN \$100,000.

FULL SURRENDER  
 CHARGE:

CHARGE APPLIES FOR THE FIRST 15 POLICY YEARS PER THOUSAND OF INITIAL STATED AMOUNT, AND FOR THE FIRST 15 POLICY YEARS PER THOUSAND OF INCREASE AMOUNT FOLLOWING ANY APPLIED-FOR INCREASE, AS FOLLOWS:

POLICY		POLICY	
YEAR	CHARGE PER \$1000	YEAR	CHARGE PER \$1000
1	\$35.62	10	\$11.73
2	\$30.16	11	\$10.15
3	\$24.84	12	\$ 8.46
4	\$19.68	13	\$ 6.64
5	\$18.50	14	\$ 4.65
6	\$17.26	15	\$ 2.46
7	\$15.98		
8	\$14.63		
9	\$13.22		

MINIMUM PARTIAL  
 SURRENDER AMOUNT:

\$500

PARTIAL SURRENDER  
 CHARGE:

IN PROPORTION TO THE CHARGE THAT WOULD APPLY TO A FULL SURRENDER. THE PROPORTION WILL BE COMPUTED AS THE AMOUNT OF THE SURRENDER DIVIDED BY (ACCUMULATION VALUE MINUS INDEBTEDNESS). WHEN THE PARTIAL SURRENDER IS MADE, FUTURE SURRENDER CHARGES WILL BE REDUCED BY THE SAME PROPORTION.

CHARGE FOR REQUESTED

STATED AMOUNT DECREASE: APPLIES TO A REQUESTED DECREASE IN PROPORTION TO THE CHARGE THAT WOULD APPLY TO A FULL SURRENDER. THE PROPORTION WILL BE COMPUTED AS THE AMOUNT OF THE REQUESTED STATED AMOUNT DECREASE DIVIDED BY THE TOTAL STATED AMOUNT THAT WAS IN EFFECT IMMEDIATELY PRIOR TO THE REQUESTED DECREASE. WHEN THE REQUESTED DECREASE IS MADE, FUTURE SURRENDER CHARGES WILL BE REDUCED BY THE SAME PROPORTION.

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BENEFIT DESCRIPTION

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RIDERS:

ACCELERATED BENEFITS  
BENEFITS: REFER TO THE BENEFIT DETAIL PAGES  
CHARGES: \$0.00  
ADMINISTRATION FEE: \$150.00 UPON RECEIPT OF BENEFITS  
ISSUE DATE: DEC 15, 2004  
EXPIRY DATE: NOV 7, 2043  
  
COVERAGE EXTENSION RIDER  
EFFECTIVE DATE: NOV 7, 2043



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BENEFIT DESCRIPTION

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RIDERS:

DEATH BENEFIT GUARANTEE RIDER

ISSUE DATE: DEC 15, 2004

EFFECTIVE DATE: NOV 7, 2004

EXPIRY DATE: NOV 7, 2043

DEATH BENEFIT GUARANTEE INTEREST RATE: 5% ANNUALLY

BASED UPON THE ANNUAL PLANNED PREMIUM OF \$ 126,648.36  
 THIS RIDER AND THE POLICY TO WHICH IT IS ATTACHED WILL REMAIN  
 IN FORCE THROUGH POLICY YEAR 10, ASSUMING THAT EACH PAYMENT OF  
 THE NOTED PLANNED PREMIUM AMOUNT IS MADE WHEN IT IS DUE.

TABLE OF DEATH BENEFIT GUARANTEE FACTORS:

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 MONTHLY RATES PER \$1000 OF COVERAGE AMOUNT (BASE POLICY)

POLICY YEAR	RATE	POLICY YEAR	RATE	POLICY YEAR	RATE	POLICY YEAR	RATE
1	0.21738	11	2.36087	21	3.68978	31	8.27454
2	0.31084	12	2.60533	22	4.03854	32	8.89667
3	0.44393	13	2.88249	23	4.42665	33	9.64682
4	0.53798	14	3.18678	24	4.84582	34	10.66727
5	0.67281	15	3.51257	25	5.28723	35	12.22840
6	0.73646	16	3.85528	26	5.74399	36	14.87516
7	0.82041	17	4.21077	27	6.21356	37	19.69428
8	0.93044	18	4.58236	28	6.69581	38	28.63946
9	1.03530	19	4.98151	29	7.19379	39	41.38763
10	1.60705	20	5.42199	30	7.71558		



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BENEFIT DESCRIPTION

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RIDERS:

TABLE OF CHARGES FOR DEATH BENEFIT GUARANTEE RIDER:

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 MONTHLY RATES PER \$1000 OF COVERAGE AMOUNT (BASE POLICY)

POLICY YEAR	RATE	POLICY YEAR	RATE	POLICY YEAR	RATE	POLICY YEAR	RATE
1	0.33355	11	0.41618	21	0.55667	31	1.42083
2	0.33355	12	0.43863	22	0.61681	32	1.72600
3	0.33716	13	0.46536	23	0.67189	33	2.30958
4	0.34081	14	0.49697	24	0.72971	34	2.77124
5	0.34475	15	0.53363	25	0.79085	35	2.83034
6	0.35161	16	0.57518	26	0.85659	36	2.99834
7	0.35982	17	0.62203	27	0.92888	37	3.13319
8	0.36967	18	0.67558	28	1.01106	38	3.28574
9	0.38209	19	0.73643	29	1.10898	39	3.47339
10	0.39724	20	0.80378	30	1.23627		





## POLICY SUMMARY

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MAXIMUM MONTHLY GUARANTEED COST OF INSURANCE RATES  
 (MONTHLY RATE PER \$1000 OF COVERAGE AMOUNT)

AGE	MAXIMUM RATE	AGE	MAXIMUM RATE	AGE	MAXIMUM RATE	AGE	MAXIMUM RATE
61	1.21396	71	6.22522	81	9.95600	91	23.59540
62	1.38302	72	6.88316	82	10.94090	92	25.57450
63	1.45087	73	7.63041	83	12.04610	93	28.00750
64	1.71328	74	8.45488	84	13.25080	94	31.40160
65	1.87947	75	9.34270	85	14.53240	95	36.79810
66	3.95193	76	10.28028	86	15.87430	96	46.58980
67	4.32075	77	11.25805	87	17.26970	97	67.04150
68	4.71777	78	12.28514	88	18.71940	98	83.33330
69	5.15715	79	13.39592	89	20.23600	99	83.33330
70	5.65469	80	14.62910	90	21.84540		

RATE CLASS: MALE, STANDARD, NONSMOKER, TABLE 3

THE RATES USED FOR THE COST OF INSURANCE DEDUCTION ARE GUARANTEED NOT TO EXCEED THE MAXIMUM RATES SHOWN ABOVE. THE RATES ARE BASED ON THE 1980 COMMISSIONERS STANDARD ORDINARY MORTALITY TABLE. THE COST OF INSURANCE IS DEDUCTED ON THE MONTHLY DEDUCTION DAY.



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## BENEFIT DESCRIPTION

## TABLE OF VALUES

POLICY YEAR	AMOUNT INSURED AT END OF YEAR	GROSS PREMIUM	ACCUMULATION VALUE	CASH VALUE	NET SINGLE PREMIUM	PAID-UP VALUE*
1	15,000,000	126,648	0	0	0.50639	0
2	15,000,000	126,648	0	0	0.52731	0
3	15,000,000	126,648	0	0	0.5494	0
4	15,000,000	126,648	0	0	0.57175	0
5	15,000,000	126,648	0	0	0.59502	0
6	15,000,000	126,648	0	0	0.60999	0
7	15,000,000	126,648	0	0	0.62482	0
8	15,000,000	126,648	0	0	0.63951	0
9	15,000,000	126,648	0	0	0.65398	0
10	15,000,000	126,648	0	0	0.66815	0
11	0	0	0	0	0.68184	0

THE ABOVE VALUES ARE BASED ON THE ASSUMPTIONS THAT THE PREMIUMS ARE PAID AS ILLUSTRATED, THAT THE DEATH BENEFITS (AMOUNTS INSURED) ARE AS ILLUSTRATED AND THAT THERE IS NO INDEBTEDNESS ON THE POLICY. THE VALUES ARE CALCULATED USING THE GUARANTEED RATE OF INTEREST AND THE GUARANTEED COST OF INSURANCE RATES. THE CASH VALUES REFLECT THE DEDUCTION OF APPLICABLE SURRENDER CHARGES.

\*THE AMOUNT OF PAID-UP INSURANCE MAY NOT EXCEED THE AMOUNT OF INSURANCE THAT WOULD HAVE BEEN PAYABLE UNDER THE POLICY IF THE INSURED HAD DIED ON THE DATE THAT PAID-UP INSURANCE WAS ELECTED, UNLESS EVIDENCE OF INSURABILITY SATISFACTORY TO US IS FURNISHED FOR ANY EXCESS AMOUNT. AMOUNTS OF PAID-UP INSURANCE WHICH ARE SUBJECT TO EVIDENCE OF INSURABILITY WILL BE CONTESTABLE FOR TWO YEARS AFTER THE EXCESS PAID-UP INSURANCE TAKES EFFECT. ANY CASH VALUE IN EXCESS OF THE AMOUNT APPLIED TO PURCHASE PAID-UP INSURANCE WILL BE RETURNED.



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BENEFIT DESCRIPTION

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INSURANCE UNDER THIS POLICY MAY END BEFORE THE MATURITY DATE IF PREMIUMS ARE INSUFFICIENT TO CONTINUE COVERAGE TO SUCH DATE.

LIFE INSURANCE PREMIUM FOR THE BASIC POLICY MAY BE PAID TO THE MATURITY DATE OR UNTIL THE PRIOR DEATH OF THE INSURED. CHARGES FOR ANY RIDERS ARE PAYABLE TO THE APPLICABLE EXPIRY DATES OR UNTIL THE PRIOR DEATH OF THE INSURED.

NO INSURANCE WILL BE IN EFFECT UNTIL AT LEAST ONE PREMIUM PAYMENT HAS BEEN MADE.

## DEFINITIONS

**Accumulation Value:** the Accumulation Value on the Policy Date is equal to the first premium payment. The Accumulation Value provision on Page 6 describes the calculation of the Accumulation Value after the Policy Date.

**Age:** the Insured's age as of the Insured's last birthday.

**Amount Insured:** equals the greatest of the Stated Amount; or the Stated Amount plus Accumulation Value (if Death Benefit Option 2 is selected); or any Minimum Amount Insured described on the Policy Summary.

**Beneficiary(ies):** the person(s) named to receive the benefits of this policy at the Insured's death.

**Cash Value:** the Accumulation Value less any Indebtedness and applicable surrender charges.

**Coverage Amount:** the Amount Insured less the Accumulation Value.

**Current Interest Rate:** the rate that We declare at the beginning of each calendar quarter that is credited daily to the unloaned portion of the Accumulation Value. The Current Interest Rate will never be less than the Guaranteed Interest Rate.

**Death Benefit:** the amount payable to the Beneficiary if the Insured dies while the policy is in force.

**Deduction Amount:** a monthly charge, deducted from the Accumulation Value on each Deduction Day, which is comprised of the cost of insurance charge and any other expense charge shown on the Policy Summary and any charge for supplemental benefits.

**Deduction Day:** the day of each month on which the Deduction Amount is deducted. Shown on the Policy Summary. The first Deduction Date is the Policy Date.

**Due Proof of the Insured's Death:** a copy of a certified death certificate; a copy of a certified decree of a court of a competent jurisdiction as to the finding of death; a written statement by a medical doctor who attended the deceased; or any other proof satisfactory to Us.

**In Writing:** in a written form satisfactory to Us and received at Our Office.

**Indebtedness:** all outstanding loans on this policy, including any unpaid loan interest. The Loan Interest Rate Charged, which is payable in advance, is shown on the Policy Summary.

**Insured:** the person on whose life this policy is issued. Shown on the Policy Summary.

**Issue Date:** the date on which We issue the policy. Shown on the Policy Summary.

**Maturity Date:** an anniversary of the Policy Date on which the policy matures (see Maturity Benefit, page 5). Shown on the Policy Summary.

**Minimum Amount Insured:** a stated percentage of the Accumulation Value determined as of the first day of the Policy Month. Shown on the Policy Summary.

**Our Office:** The Travelers Life and Annuity Company, Policyholder Services, One Tower Square, Hartford, Connecticut 06183-5071 or any other office which We may designate for the purpose of administering this policy.

**Policy Anniversary:** an anniversary of the Policy Date.

**Policy Date:** the date on which the policy becomes effective. Shown on the Policy Summary.

**Policy Month:** twelve one-month periods during the Policy Date or the Policy Anniversary.

**Policy Year:** each successive twelve-month period; the first beginning with the Policy Date.

**Stated Amount:** a dollar amount used to determine the Death Benefit of the policy. Shown on the Policy Summary.

**We, Us, Our:** The Travelers Life and Annuity Company.

**You, Your:** the owner(s) of this policy.



**BENEFITS—BASIC POLICY****Death Benefit**

Upon receipt at Our Office of Due Proof of the Insured's Death while the policy is in force, We will pay to the Beneficiary the Death Benefit of the policy. Interest on death proceeds will be paid from the date We receive Due Proof of Death until the date the death benefit is paid, with interest at an annual rate equal to or greater than the Moody's Corporate Bond Yield Average-Monthly Corporate as of the day the claim was received. The Death Benefit will be the Amount Insured at the time of death, less any:

1. Indebtedness; and
2. amount payable to an assignee under a collateral assignment of the policy; and
3. monthly Deduction Amount due but not paid.

The Death Benefit may be limited as provided under the Misstatement, Contest and Suicide provisions on Page 9 of this policy. The Death Benefit depends on the Death Benefit Option in effect at the date of the Insured's death and any increase or decrease You have made to the Initial Stated Amount. Benefits provided by any rider attached to this policy will end according to the termination provision(s) therein.

**Maturity Benefit**

If the Insured is living on the Maturity Date, We will pay You the Accumulation Value as of the Maturity Date, less any:

1. Indebtedness; and
2. amount payable to an assignee under a collateral assignment of the policy; and
3. monthly Deduction Amount due but not paid.

Upon maturity, insurance will end and We will have no other obligation under this policy except as stated in the Maturity Extension Rider or the Coverage Extension Rider, if applicable.

**Death Benefit Options and Amount Insured**

There are two Death Benefit Options. Under Option 1 (the Level Death Benefit Option), the Amount Insured is the greater of the Stated Amount or any Minimum Amount Insured on the Insured's date of death. Under Option 2 (the Increasing Death Benefit Option), the Amount Insured is the greater of the Stated Amount plus the Accumulation Value, or any Minimum Amount Insured on the Insured's date of death.

You may change the Death Benefit Option at any time prior to the Insured's death. We will effect the change on the monthly Deduction Day on or following the day We receive the request. If You request to change from Option 2 to Option 1, the Stated Amount will be increased by the Accumulation Value. If You request to change from Option 1 to Option 2, the Stated Amount will be decreased by the Accumulation Value.

The remaining Amount Insured and the remaining Stated Amount in effect after any change may not be less than the respective minimum amounts shown on the Policy Summary.

**Requested Changes in Stated Amount**

**Increases** — You may request an increase to the Stated Amount at any time after the first Policy Year prior to the earlier of the Insured's attaining Age 85 or his/her death. The minimum increase amount is shown on the Policy Summary. The request must be made In Writing to Our Office. The increase will be effective on the date shown on the supplemental Policy Summary We will send You. We will require evidence of insurability satisfactory to Us if You request an increase.

**Decreases** — You may request decreases to the Stated Amount under this policy after the second Policy Year. The decrease will be effective on the later of the monthly Deduction Day on or following Our receipt of Your request at Our Office, or the monthly Deduction Day on or immediately following the date You request it to be effective.

The decrease will be applied as follows: first against the most recent increase in the Stated Amount; then to other increases in the Stated Amount in the reverse order in which they occurred; and last, to the Initial Stated Amount. Any charges which may apply will be shown on the Policy Summary.

After any change, the Stated Amount in effect may not be less than the Minimum Stated Amount shown on the Policy Summary. We will send You a supplemental Policy Summary reflecting any change.

**POLICY VALUES****Accumulation Value**

On each monthly Deduction Day following the Policy Date, the Accumulation Value is equal to the result of:

- a the Accumulation Value on the preceding monthly Deduction Day; minus
- b the Deduction Amount for the preceding month; plus
- c one month's interest on a minus b; plus
- d all premiums received since the preceding monthly Deduction Day accumulated at interest to the current Deduction Day; minus
- e the amount of any partial surrenders since the preceding monthly Deduction Day accumulated at interest to the current monthly Deduction Day; minus
- f the amount of any charge for a requested decrease to the Stated Amount since the preceding monthly Deduction Day, accumulated at interest to the current monthly Deduction Day.

Policy values on other days are calculated in a manner consistent with this method.

**Deduction Amount**

The first monthly Deduction Day is the Policy Date. The monthly Deduction Day is shown on the Policy Summary.

The Deduction Amount is a monthly charge made against the Accumulation Value. It is equal to:

- 1. the cost of insurance; plus
- 2. the cost of supplemental benefits, if any, for which a separate charge is shown on the Policy Summary; plus
- 3. the expense charges shown on the Policy Summary.

The maximum guaranteed cost of insurance for any month is equal to c times the result of a minus b where:

- a is the Amount Insured for the month divided by the Death Benefit Interest Factor shown on the Policy Summary;
- b is the Accumulation Value on the monthly Deduction Day;
- c is the cost for each \$1,000 of Coverage Amount shown on the Maximum Monthly Guaranteed Cost of Insurance Rates table on the Policy Summary at the Insured's attained age, divided by \$1,000.

The maximum guaranteed cost of insurance rates shown on the Policy Summary are based on the Insured's age, sex and rate class for the Initial Stated Amount and each increase in the Stated Amount. We may use rates lower than those shown. We will base any future changes in these rates only on Our future expectations as to investment earnings, mortality, expenses and persistency. Nothing in this policy will be effected by Our actual mortality and expenses. We will determine the current rates for the Initial Stated Amount and for each increase to the Stated Amount at the start of each Policy Year and will guarantee them for that Policy Year. Any change We make in the current rates will be on a uniform basis for insured's of the same age, sex, duration and rate class.

When the Amount Insured is equal to the Minimum Amount Insured shown on the Policy Summary, We will use the rate class for the most recent increase that required evidence of insurability to determine the cost of insurance.

If You have selected Death Benefit Option 1 and have made increases to the Stated Amount, the Accumulation Value will first be considered a part of the Initial Stated Amount. If the Accumulation Value exceeds the Initial Stated Amount, the excess will be considered a part of the additional Stated Amount resulting from increases in the order of those increases.

The monthly Deduction Amount for the following Policy Month will be taken out of the Accumulation Value on the monthly Deduction Day shown on the Policy Summary. If the Cash Value is not enough to pay the Deduction Amount due and no further or insufficient premiums are paid, the Grace Period will go into effect on the next monthly deduction day and the policy may lapse (see Grace Period, Page 8).

**Interest Rates**

We will credit the Current Interest Rate to the unloaned portion of the Accumulation Value.

The Interest Rate Credited on Loans, which is shown on the Policy Summary, will be applied to that portion of the Accumulation Value which equals Indebtedness.



The Current Interest Rate, the Guaranteed Interest Rate and the Interest Rate Credited on Loans are effective annual rates compounded daily.

#### **Bonus**

The determination of the Current Interest Rate reflects the deduction of an amount that We retain for expenses and profits. Beginning with Your 11<sup>th</sup> Policy Year and continuing thereafter, We guarantee that when calculating the Current Interest Rate, We will reduce the amount that We would have ordinarily retained for expenses and profits by 0.50% (one-half percent). This may increase the Current Interest Rate that would have otherwise been declared for Your policy by up to 0.50%. This adjustment will neither increase nor affect the Guaranteed Interest Rate as shown on Your Policy Summary.

#### **Cash Value**

The Cash Value is equal to the Accumulation Value less any Indebtedness and applicable surrender charges as shown on the Policy Summary. It will not be less than the minimum value required by the insurance laws of the state governing this policy. A detailed statement of the method of calculating the Cash Values has been filed with the insurance department of the state governing this policy.

#### **Cash Surrender**

At any time during the lifetime of the Insured and while this policy is in force, You may request, In Writing, a full or partial surrender. You may do so without the consent of any Beneficiary, unless irrevocably named. We will calculate Your Cash Value as of the day We receive Your request In Writing. This payment shall include interest at the rate specified in Florida Statute 625.121(6)(e) if such payment is made by Us more than 30 days after receipt of the insurance policy and request for Cash Surrender.

If You request a full surrender, the policy will end on the effective date of the surrender.

We will not make a partial surrender to You for less than the Minimum Partial Surrender Amount shown on the Policy Summary. If You request a partial surrender, then the Death Benefit, Amount Insured and Accumulation Value will be reduced by the amount surrendered, including any applicable surrender charge. Additionally, under Death Benefit Option 1, the Stated Amount will be reduced by the amount of the surrender. The amount of any partial cash surrender may not exceed the Cash Value. After the reduction, the Amount Insured must be no less than the Minimum Amount Insured shown on the Policy Summary.

#### **Policy Loans**

We will make a loan to You with the policy as security if You assign this policy to Us while it is in force. We will not make a loan to You or allow a requested increase to an outstanding loan for less than the Minimum Loan Amount shown on the Policy Summary. Other than a loan to pay premium to Us, We may defer the loan for no longer than six months after We receive Your request for the loan In Writing.

The total amount of Indebtedness may not exceed the Maximum Loan Amount shown on the Policy Summary. Interest on the loan will be payable in advance, at the beginning of each Policy Year, at the Loan Interest Rate(s) Charged shown on the Policy Summary. Interest not paid when due will be added to the loan amount and will bear interest at the same rate. Loans will be credited with interest at the Loan Interest Rate Credited shown on the Policy Summary.

While the Insured is living and the policy is in effect, all or part of any loan may be repaid. You may not repay a loan that exists at the end of the Grace Period (see provisions on Page 8) unless You reinstate this policy. Payment received while there is an outstanding loan on the policy will be applied as follows: first towards repayment of any loan interest due; next toward repayment of the loan principal; and last as a premium payment to the policy.

If the total amount of Indebtedness exceeds the Accumulation Value less applicable surrender charges, this policy will end without value 31 days after We mail notice of required premium to Your last known address.

### **PREMIUM PAYMENT**

#### **Premium**

Insurance under this policy will take effect when You pay at least one monthly Deduction Amount. All premiums are payable at Our Office or to one of Our authorized representatives.

We reserve the right to limit the amount of premiums for this policy so that the policy will continue to qualify as life insurance as defined by federal tax law.

Premium payments are flexible. At any time before the Maturity Date, additional premium payments may be made subject to Our limits.

**Premium Mode**

Premiums may be made annually, semi-annually, or by other arrangement with Our consent. The payment mode may be changed with Our approval.

**CONTINUATION OF INSURANCE, GRACE PERIOD AND REINSTATEMENT****Continuation of Insurance**

Subject to the Grace Period provision below, if sufficient premium payments are not made, this policy will continue until the day on which the Cash Value would not be enough to pay the monthly Deduction Amount due, or until the Maturity Date, if earlier.

The Continuation of Insurance benefit will not be less than the minimum benefit required by the insurance laws of the state in which this policy is delivered.

**Paid-Up Insurance**

At any time before the Maturity Date, You may continue the policy as Paid-Up Insurance. Continuation of the policy as Paid-Up Insurance is subject to the conditions described under the Table of Values section of the Policy Summary, and is in an amount equal to that which the Cash Value applied as a net single premium will buy when applied to the then age of the Insured. We will credit the Current Interest Rate to the Paid-Up Insurance Values. The Paid-Up Insurance amount is not subject to monthly expense charges and is not eligible for current cost of insurance rates.

The basis of all present values and net single premiums referred to in the Paid-Up Insurance provisions is the 1980 Commissioners Standard Ordinary Mortality Table and the Guaranteed Interest Rate of 5.75%.

If You do not choose the Paid-Up Insurance option, then Continuation of Insurance will be the automatic option.

The Paid-Up Insurance benefit will not be less than the minimum benefit required by the insurance laws of the state in which this policy is delivered.

**Grace Period**

We will provide You with a Grace Period totaling 31 days, commencing with the deduction day following the date that the Cash Value is insufficient to pay the Deduction Amount due. When the Grace Period begins, the Cash Value will be zero and we will send You a notice of required premium to Your last known address or to the last known address of any assignee of record. If the required premium is not paid within 31 days after the notice is sent, the policy will lapse. The policy will continue through the Grace Period, but if the required payment has not been received at Our Office, the policy will terminate at the end of the Grace Period. If the Insured dies during the Grace Period, the Death Benefit payable will be reduced by any Deduction Amount due but not paid and by any Indebtedness.

**Reinstatement**

This policy may be reinstated at any time within three years from the date to which the monthly Deduction Amount had been paid, if:

1. the policy was not surrendered for cash; and
2. evidence of insurability acceptable to Us is furnished; and
3. all monthly Deduction Amounts past due are paid; and
4. premium at least equal to three future monthly Deduction Amounts is paid; and
5. all Indebtedness is repaid or restored. (Interest charged will not exceed the interest rate as shown on the Policy Summary).

Upon reinstatement, the Accumulation Value of the policy will be the amount provided by the premium paid.

**OWNERSHIP RIGHTS****Ownership**

The original owner(s) is (are) shown on the application(s). During the Insured's lifetime, You may, without the consent of any Beneficiary unless irrevocably named, exercise all rights and options that this policy provides and that We permit.

Ownership is transferable by assignment. No assignment is binding on Us until We receive a copy of the assignment In Writing at Our Office. We will not determine if an assignment is valid. Proof of interest must be filed with any claim under a collateral assignment.



**Beneficiary**

The original Beneficiary is stated in the application. Unless the Beneficiary is irrevocably named, You may name a new Beneficiary during the Insured's lifetime and while this policy is in force by notifying Us In Writing. Any change will be effective from the date You signed the notice of change, even if the Insured is not living when We receive the notice. We will have no further responsibility for any payment We made before We received the notice at Our Office.

If no Beneficiary survives the Insured, You will be the Beneficiary. If You are the Insured and no Beneficiary survives You, Your estate will be the Beneficiary. The rights of any collateral assignee may affect the interest of the Beneficiary.

**GENERAL PROVISIONS****Entire Contract**

The entire contract consists of this policy and the application, a copy of which is attached. The policy is issued in consideration of the application and the payment of premium. We will not use any statement to void this policy or to deny a claim under it, unless that statement is contained in an attached written application. All statements in the application will be considered as being made to the best knowledge and belief of the applicant and not as promises of truth.

**Changes**

This policy may only be altered by a written agreement signed by Our Chairman, President or Secretary.

**No Dividends**

This policy is non-participating. It does not share in Our surplus earnings, so You will receive no dividends under it.

**Misstatement**

If the age and/or sex of the Insured was incorrectly stated in the application, all benefits will be adjusted to the amount which the premiums paid would have purchased at the correct age and/or sex, based on the most recent cost of insurance charge.

Proof of age may be filed at any time at Our Office.

**Suicide**

If, within two years from the Issue Date, the Insured dies due to suicide, while sane or insane, the Death Benefit will be limited to the premiums paid, less any Indebtedness and amount of any partial surrenders.

If You have applied for an increase to the Stated Amount, this Suicide provision will be measured from the effective date of the increase with respect to payment of the increase amount.

If this policy is reinstated, this Suicide provision will be measured from the reinstatement date.

**Contest**

No misstatements made in any application for this policy will be used to contest payment of any Death Benefit after the policy has been in force during the Insured's lifetime for two years from the Issue Date.

If You have applied for an increase to the Stated Amount, this Contest provision will be measured from the effective date of the increase with respect to payment of the increase amount.

If this policy is reinstated, this Contest provision will be measured from the reinstatement date.

**Annual Statement**

As often as required by law, but at least once in each Policy Year, We will send You a statement showing:

1. the Accumulation Value, Cash Value, Stated Amount and Amount Insured; and
2. the premiums paid, deductions, surrenders and loans made during the preceding Policy Year; and
3. total Indebtedness.

**Illustrative Reports**

You may request an up-to-date illustrative report of values based on past results and current assumptions.

We will provide the illustrative report within a reasonable time. We may charge a reasonable service fee, not to exceed \$15 (unless prohibited by state law).

**SETTLEMENT OPTIONS****General**

We will pay any amount payable under this Policy in:

1. one lump sum; or
2. under any one or a combination of the following settlement options subject to our rules stated below.

The election of a Settlement Option must be made In Writing by:

1. you, if the Insured is living; or
2. the Beneficiary, if the Insured had died.

**Minimum Payments**

The amount placed under an option must be at least \$5,000. The periodic payment due any person must be at least \$50. If the payment due is less than \$50, we may make payments less often.

**Payment Date**

The first payment date under Options 1, 2, and 4 stated below is due on the date the proceeds became payable. Under Option 3 stated below, the first payment is due one month after that date.

**Betterment of Rates**

If prior to the first payment of an option, we have declared a higher rate of interest under that option, we will base the payments on the higher rate.

**OPTIONS**

**Option 1 – Payments of a Fixed Amount.** Monthly payments of the amount chosen will be paid until the amount placed under this option, with interest of not less than 3% per year, had been paid. The amount of each monthly payment must be at least \$4.50 per \$1,000 of proceeds. The final payment will be for the balance only.

**Option 2 – Payments for a Fixed Period.** Monthly payments of the amount shown in Table A will be paid for the period selected.

**Option 3 – Amounts Held at Interest.** Payments of interest, on the amount that is held under this option, will be paid at the rate we declare. The interest rate will never be less than 3% per year.

**Option 4 – Life Income.** Monthly payments, as shown in Table B, will be paid during the lifetime of the person(s) on whose life the payments are based with guaranteed payments for 120, 180, or 240 months as elected.

Dollar amounts of the monthly payments in Table B assume payments begin in year 2000 and are based upon the Annuity 2000 Table with mortality improvements based on Projection Scale G. This table assumes a net investment rate of 3% per Annum, assuming a 365-day year. An adjusted age is calculated based on the calendar year of the first payment and the actual age minus an adjustment as follows:

Year	Adjustment	Year	Adjustment	Year	Adjustment
2001	0	2002 – 2005	1	2006 – 2010	2
2011 – 2015	3	2016 – 2020	4	2021 – 2025	5
2026 – 2030	6	2031 – 2035	7	2036 and later	8



**Table A – Monthly payments For Fixed Period per \$1,000 of Proceeds – 3%**

	Monthly		Monthly		Monthly		Monthly		Monthly		Monthly
Years	Installment	Years	Installment	Years	Installment	Years	Installment	Years	Installment	Years	Installment
1	N/A	6	\$15.14	11	\$8.86	16	\$6.53	21	\$5.32	26	\$4.59
2	N/A	7	13.16	12	8.24	17	6.23	22	5.15	27	4.48
3	N/A	8	11.68	13	7.71	18	5.96	23	4.99	28	4.37
4	N/A	9	10.53	14	7.26	19	5.73	24	4.84	29	4.27
5	17.907	10	9.61	15	6.87	20	5.51	25	4.71	30	4.18

**Table B – Monthly Life Income Per \$1,000 of Proceeds****Male**

Adjusted Age	Number of Guaranteed Payments			Adjusted Age	Number of Guaranteed Payments			Adjusted Age	Number of Guaranteed Payments		
	120	180	240		120	180	240		120	180	240
1	2.68	2.68	2.67	35	3.19	3.19	3.18	69	5.80	5.43	4.99
2	2.68	2.68	2.68	36	3.22	3.22	3.21	70	5.96	5.53	5.05
3	2.69	2.69	2.69	37	3.25	3.25	3.24	71	6.12	5.64	5.11
4	2.70	2.70	2.70	38	3.29	3.28	3.27	72	6.29	5.75	5.16
5	2.71	2.71	2.70	39	3.32	3.32	3.30	73	6.46	5.85	5.21
6	2.72	2.71	2.71	40	3.36	3.35	3.34	74	6.64	5.95	5.26
7	2.72	2.72	2.72	41	3.40	3.39	3.37	75	6.82	6.05	5.30
8	2.73	2.73	2.73	42	3.44	3.43	3.41	76	7.01	6.14	5.34
9	2.74	2.74	2.74	43	3.48	3.47	3.45	77	7.19	6.23	5.37
10	2.75	2.75	2.75	44	3.53	3.51	3.49	78	7.38	6.32	5.40
11	2.76	2.76	2.76	45	3.57	3.56	3.53	79	7.56	6.39	5.42
12	2.77	2.77	2.77	46	3.62	3.60	3.57	80	7.74	6.46	5.44
13	2.78	2.78	2.78	47	3.67	3.65	3.62	81	7.92	6.53	5.46
14	2.80	2.79	2.79	48	3.73	3.70	3.67	82	8.09	6.59	5.48
15	2.81	2.81	2.80	49	3.78	3.76	3.71	83	8.26	6.64	5.49
16	2.82	2.82	2.81	50	3.84	3.81	3.77	84	8.41	6.69	5.49
17	2.83	2.83	2.83	51	3.90	3.87	3.82	85	8.56	6.72	5.50
18	2.85	2.84	2.84	52	3.97	3.93	3.87	86	8.70	6.76	5.51
19	2.86	2.86	2.85	53	4.04	3.99	3.93	87	8.83	6.79	5.51
20	2.87	2.87	2.87	54	4.11	4.06	3.99	88	8.95	6.81	5.51
21	2.89	2.89	2.88	55	4.19	4.13	4.05	89	9.06	6.83	5.51
22	2.91	2.90	2.90	56	4.27	4.20	4.11	90	9.16	6.84	5.51
23	2.92	2.92	2.92	57	4.35	4.28	4.17	91	9.25	6.85	5.51
24	2.94	2.94	2.93	58	4.44	4.36	4.24	92	9.32	6.86	5.51
25	2.96	2.95	2.95	59	4.53	4.44	4.31	93	9.39	6.86	5.51
26	2.98	2.97	2.97	60	4.63	4.53	4.37	94	9.45	6.87	5.51
27	3.00	2.99	2.99	61	4.74	4.62	4.44	95	9.49	6.87	5.51
28	3.02	3.01	3.01	62	4.85	4.71	4.51	96	9.53	6.87	5.51
29	3.04	3.03	3.03	63	4.97	4.81	4.58	97	9.56	6.87	5.51
30	3.06	3.06	3.05	64	5.09	4.90	4.65	98	9.58	6.87	5.51
31	3.08	3.08	3.07	65	5.22	5.01	4.72	99	9.59	6.87	5.51
32	3.11	3.11	3.10	66	5.36	5.11	4.79	100	9.60	6.87	5.51
33	3.14	3.13	3.12	67	5.50	5.21	4.86				
34	3.16	3.16	3.15	68	5.64	5.32	4.93				

**Table B – Monthly Life Income Per \$1,000 of Proceeds****Female**

Number of Guaranteed Payments				Number of Guaranteed Payments				Number of Guaranteed Payments			
Adjusted Age	120	180	240	Adjusted Age	120	180	240	Adjusted Age	120	180	240
1	2.64	2.64	2.64	35	3.07	3.07	3.07	69	5.33	5.12	4.82
2	2.65	2.64	2.64	36	3.10	3.10	3.09	70	5.48	5.23	4.90
3	2.65	2.65	2.65	37	3.12	3.12	3.12	71	5.64	5.35	4.97
4	2.66	2.66	2.66	38	3.15	3.15	3.14	72	5.81	5.47	5.04
5	2.66	2.66	2.66	39	3.18	3.18	3.17	73	5.99	5.59	5.10
6	2.67	2.67	2.67	40	3.21	3.21	3.20	74	6.18	5.71	5.16
7	2.68	2.68	2.68	41	3.24	3.24	3.23	75	6.37	5.83	5.22
8	2.69	2.69	2.69	42	3.28	3.27	3.26	76	6.57	5.95	5.27
9	2.69	2.69	2.69	43	3.31	3.30	3.29	77	6.77	6.06	5.31
10	2.70	2.70	2.70	44	3.35	3.34	3.33	78	6.98	6.16	5.35
11	2.71	2.71	2.71	45	3.39	3.38	3.37	79	7.19	6.26	5.39
12	2.72	2.72	2.72	46	3.43	3.42	3.40	80	7.41	6.35	5.42
13	2.73	2.73	2.73	47	3.47	3.46	3.44	81	7.61	6.44	5.44
14	2.74	2.74	2.74	48	3.52	3.50	3.48	82	7.82	6.51	5.46
15	2.75	2.75	2.75	49	3.56	3.55	3.53	83	8.02	6.58	5.48
16	2.76	2.76	2.76	50	3.61	3.60	3.57	84	8.21	6.64	5.49
17	2.77	2.77	2.77	51	3.66	3.65	3.62	85	8.39	6.69	5.50
18	2.78	2.78	2.78	52	3.72	3.70	3.67	86	8.55	6.73	5.50
19	2.80	2.79	2.79	53	3.78	3.76	3.72	87	8.71	6.76	5.51
20	2.81	2.81	2.80	54	3.84	3.81	3.78	88	8.85	6.79	5.51
21	2.82	2.82	2.82	55	3.90	3.88	3.83	89	8.97	6.81	5.51
22	2.83	2.83	2.83	56	3.97	3.94	3.89	90	9.09	6.83	5.51
23	2.85	2.85	2.84	57	4.05	4.01	3.95	91	9.19	6.84	5.51
24	2.86	2.86	2.86	58	4.12	4.08	4.01	92	9.27	6.85	5.51
25	2.88	2.88	2.87	59	4.20	4.15	4.08	93	9.35	6.86	5.51
26	2.89	2.89	2.89	60	4.29	4.23	4.15	94	9.41	6.86	5.51
27	2.91	2.91	2.91	61	4.38	4.32	4.22	95	9.46	6.87	5.51
28	2.93	2.93	2.92	62	4.48	4.40	4.29	96	9.51	6.87	5.51
29	2.95	2.94	2.94	63	4.58	4.49	4.36	97	9.54	6.87	5.51
30	2.96	2.96	2.96	64	4.69	4.59	4.44	98	9.57	6.87	5.51
31	2.98	2.98	2.98	65	4.80	4.69	4.52	99	9.59	6.87	5.51
32	3.00	3.00	3.00	66	4.92	4.79	4.59	100	9.60	6.87	5.51
33	3.03	3.02	3.02	67	5.05	4.89	4.67				
34	3.05	3.05	3.04	68	5.19	5.00	4.75				



### EXTENSION OF COVERAGE RIDER

This Rider is made a part of the policy on the date specified on the supplemental Policy Summary.

**Definition of Extended Stated Amount** – The Extended Stated Amount is equal to the lesser of:

1. the Amount Insured in effect immediately prior to the Maturity Date; and
2. the Extended Stated Amount Limit shown on the Policy Summary.

**Benefit** – Upon the Insured's attaining Age 99 and at any time in the twelve calendar months thereafter, you may request that coverage be extended beyond the Maturity Date shown on the Policy Summary. If we have received your request, In Writing, prior to the Maturity Date, and any past due monthly Deduction Amounts have been paid, then we will continue this policy in force beyond the Maturity Date. The policy will be continued until the earlier of the death of the Insured or the date that we receive your request for full surrender. All other riders attached to the policy will terminate on the Maturity Date. After the Maturity Date, we will continue to credit interest to the Accumulation Value at a rate at least equal to the Guaranteed Minimum Interest Rate. Monthly Deduction Amounts will no longer be charged against the Accumulation Value and additional premiums will not be accepted. Interest on loans will continue to accrue and will be added to the total Indebtedness. Loan repayments will be accepted.

The Death Benefit after the Maturity Date will be equal to the greater of:

1. the Extended Stated Amount, minus any Indebtedness and any amounts payable under a collateral assignment of the policy; and
2. the Cash Value as of the date of death, minus any Indebtedness and any amounts payable under a collateral assignment of the policy.

All other provisions of the policy relating to the payment of the Death Benefit apply to the Death Benefit as described in this Rider.

**Taxation** – The policy to which this Rider is attached is intended to qualify as a life insurance policy for Federal tax purposes. The amount payable under this policy upon the death of the Insured is intended to qualify for the Federal income tax exclusion. The provisions of the policy are to be interpreted to ensure such tax qualification, notwithstanding any other provision to the contrary.

The policy may be surrendered prior to the death of the Insured for its Cash Value. Such a surrender will be treated as a taxable distribution.

**The Travelers Life and Annuity Company does not give tax advice. No language in this Rider should be construed to mean that the Death Benefit and Accumulation Value will be exempt from any future tax liability. The tax results of any benefits received under this Rider depend upon interpretation of the Internal Revenue Code. You should consult your personal tax advisor prior to the exercise of this option to assess any potential tax liability.**

THE TRAVELERS LIFE AND ANNUITY COMPANY







**ACCELERATED BENEFITS RIDER**

This Rider is made a part of the policy/policy to which it is attached. It is subject to all conditions and limitations of the policy, except where this Rider provides otherwise.

RECEIPT OF THESE ACCELERATED BENEFITS MAY BE TAXABLE; PLEASE SEEK ASSISTANCE FROM A PERSONAL TAX ADVISOR. RECEIPT OF THESE ACCELERATED BENEFITS MAY ADVERSELY AFFECT ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS.

**DEFINITIONS**

**Accelerated Benefit** - A payment that is made when We receive Due Proof of Eligibility. See the "Benefits" provision of this Rider for a description of the calculation of the Accelerated Benefit amount.

**Accrual Interest Rate** - An annual rate equal to 1.75% plus the Current Interest Rate on the date that the Accelerated Benefit is paid.

**Due Proof of Eligibility** - Certification satisfactory to Us, in a written form by a Physician treating the Insured, which states that the Insured has a Terminal Illness or is expected to be Permanently Confined to a Nursing Care Facility. The certification must include a diagnosis of the Terminal Illness or the disease or disorder resulting in Permanent Confinement to a Nursing Care Facility.

**Eligible Life Insurance Proceeds** - Equal to the current Stated Amount for the basic policy, plus any term insurance rider amount on the Insured, less any Indebtedness, as determined at the time that the request for the Accelerated Benefit is received at Our Office. For any term insurance rider amount to be considered a part of the Eligible Life Insurance Proceeds, the request for an Accelerated Benefit must be made at least two years prior to the expiry of the term rider.

If there has been an applied-for increase to the Stated Amount, the increase amount will not be considered a part of the Eligible Life Insurance Proceeds until its contestable period has been satisfied.

**Insured** - The primary Insured of the basic policy as shown on the Policy Summary.

**Nursing Care Facility** - A facility which meets all of the following standards:

1. It is licensed by the state in which it is located;
2. It provides skilled, intermediate or custodial care to individuals who are not able to care for themselves and who require nursing care;
3. Its primary functions are to provide nursing care and room and board; and the facility charges for these services. The care must be performed under the direction of a Physician, or a registered graduate professional nurse (RN), or a licensed practical nurse (LPN).
4. It is not, other than incidentally, a hospital, a home for the aged, a retirement home, a rest home, a community living center, or a place mainly for the treatment of alcoholism, mental illness or drug abuse. It is a separate facility or a distinct part of another facility that is physically separate from a facility which serves one of these purposes.

**Permanent Confinement** - A condition caused by a disease or disorder which:

1. has resulted in the Insured's residence in a Nursing Care Facility for at least six consecutive months; and
2. with reasonable medical certainty, can be expected to result in the Insured's death within twelve months from the date of certification; and
3. necessitates the Insured's residence in a Nursing Care Facility until death.

**Physician** - A person who is licensed to practice medicine in the state in which treatment is received and who is acting within the scope of that license. The Physician may not be a spouse, parent, parent-in-law, child, step-child, sibling of, or person living with, the Owner or Insured.

**Terminal Illness** - A noncorrectable medical condition which, with reasonable medical certainty, can be expected to result in the Insured's death within twelve months from the date of certification.

## **BENEFITS**

### **Description of Benefits**

Upon receipt at Our Office of Due Proof of Eligibility for Accelerated Benefits while this policy is in force and the Insured is living, We will pay You the Accelerated Benefit.

There are no restrictions on the use of the Accelerated Benefit, once paid. The Accelerated Benefit requested must be at least \$10,000. You may request only one Accelerated Benefit.

For Terminal Illness, the Accelerated Benefit paid cannot exceed the lesser of 50% of the Eligible Life Insurance Proceeds or \$240,000. For Permanent Confinement to a Nursing Care Facility, the Accelerated Benefit paid cannot exceed the lesser of 25% of the Eligible Life Insurance Proceeds or \$240,000.

### **Payout Methods**

You may choose to have the Accelerated Benefit paid in one of the following methods:

1. Lump Sum - the Accelerated Benefit amount is paid in one sum;
2. Monthly Installment - the Accelerated Benefit amount is paid in equal monthly installments for the number of months that You and We agree upon;
3. Down Payment - a portion of the Accelerated Benefit amount is paid out as a Lump Sum, and the remainder is paid out in Monthly Installments.

### **Limitation of Benefits**

No Accelerated Benefit will be provided by this Rider for any request made:

1. Within the contestable period of the policy; or
2. Less than two years prior to the expiry or maturity of the basic policy; or
3. When the Terminal Illness or disease or disorder resulting in Permanent Confinement to a Nursing Care Facility is a direct result of intentionally self-inflicted injury by the Insured.

## **LIEN METHOD**

### **Benefit Payment Lien**

When an Accelerated Benefit is made, We will establish a Benefit Payment Lien against the Death Benefit. The Benefit Payment Lien is equal to the total amount of Accelerated Benefits, plus any Deduction Amounts and loan interest due but not paid.

Interest on the sum of these amounts will be added daily to the Benefit Payment Lien at the daily equivalent of the Accrual Interest Rate. Interest will accrue from the date that the Accelerated Benefit amount is paid to the earlier of the Insured's death or repayment of the Benefit Payment Lien.

The Death Benefit otherwise payable will be reduced by an outstanding Benefit Payment Lien at the time of the Insured's death. The Cash Value otherwise payable upon surrender will be reduced by any outstanding Benefit Payment Lien at the time of surrender.

### **Effect on Policy Values**

Future premium payments will first be applied towards repaying the Benefit Payment Lien. Thereafter, payments will be applied as defined in the basic policy.

If additional premium payments are not made after an Accelerated Benefit payment is made, We will withdraw from the existing Cash Value all Deduction Amounts and loan interest due but not paid. When the Cash Value is not enough to pay the Deduction Amount and loan interest due, We will add these Deduction Amounts and loan interest to the existing Benefit Payment Lien.

The policy will terminate on the later of the end of the Grace Period or the day that the Benefit Payment Lien is equal to the Death Benefit. We will have no further obligations under this policy.

If the policy terminates while subject to a Benefit Payment Lien, We will extinguish the Benefit Payment Lien without further recourse. If the policy is reinstated, the Benefit Payment Lien must also be reinstated with interest accrued as if the policy had never terminated.



The Accelerated Benefit paid will not be reduced by any Indebtedness. Any Indebtedness that exists at the time of payment of the Accelerated Benefit will be retained and will be subject to the rules defined in the basic policy.

If the Waiver of Monthly Deduction Amount Rider or Specified Amount Payment Rider is part of this policy, Our receipt of Due Proof of Eligibility will render the Insured disabled for the purposes of this policy.

We will send You a revised Policy/Policy Summary reflecting payment of the Accelerated Benefit.

## **GENERAL PROVISIONS**

### **Beneficiaries and Assignees**

Unless the Beneficiary of the policy is designated as irrevocable, You must execute a change nominating Your estate as primary Beneficiary prior to the processing of an Accelerated Benefit claim. We must receive a signed release of interest from any assignee, and a signed consent from any irrevocable Beneficiary which authorizes the Accelerated Benefit payment. At Our discretion, We may require written authorization for an Accelerated Benefit payment from any other party whom We believe has a potential interest in the proceeds.

### **Claims**

Due Proof of Eligibility and a properly completed claim form must be received at Our Office prior to Accelerated Benefits payment. We may request additional medical information from the Physician. We reserve the right to require an independent physical examination at Our expense.

### **Charge**

We reserve the right to charge an administrative fee at the time of request for the Accelerated Benefit. It will not exceed \$100.

### **Issue Date**

The Issue Date of this Rider is the same as that of the policy, unless otherwise shown on the Policy Summary.

### **Reinstatement**

When applied to this Rider, this provision will be measured from the later of the Issue Date of this Rider or the policy's reinstatement date.

### **Misstatement**

If the age of the Insured was incorrectly stated in the application, all benefits under this Rider will be adjusted those that would have been available at the correct age.

### **Contest**

When applied to this Rider, this provision will be measured from the Issue Date of this Rider.

### **Termination**

This Rider will terminate on the earliest of:

1. receipt of Your request, In Writing, for termination of this Rider; or
2. policy termination or maturity; or
3. the date that the Benefit Payment Lien is equal to the Death Benefit.

THE TRAVELERS LIFE AND ANNUITY COMPANY





This Rider is made a part of the policy to which it is attached. Except where this Rider provides otherwise, it is subject to all terms and conditions of the policy.

#### **Definition**

**Death Benefit Guarantee Value**— A reference value resulting when the Accumulation Value is calculated in accordance with all of the conditions described in the policy, with the following exceptions:

1. The interest rate used is equal to the Death Benefit Guarantee Interest Rate shown on the Policy Summary page for this Rider.
2. The applicable factor from the Table of Death Benefit Guarantee Factors shown on the Policy Summary page for this Rider is substituted for the cost of insurance rate for the base policy coverage. The Death Benefit Guarantee Factors for the base policy are based on the sex, age, rate class and duration of each Insured.
3. If the policy has any term insurance riders, and separate Death Benefit Guarantee Factors for any such rider are shown on the Policy Summary page for this Rider, then the applicable factor is used in the calculation of the charge for that rider. The Death Benefit Guarantee Factors for any such term insurance rider are based on the sex, age, rate class and duration of coverage of the Insured named under that rider.

The Death Benefit Guarantee Value is used only for the purpose of determining whether this Rider is in force; it does not represent an independent dollar value that can be accessed by You. Further, it does not affect the calculation of the actual Accumulation Value, Cash Value or any other value described in the policy.

**Benefit** - If, on any monthly Deduction Day, the Death Benefit Guarantee Value less the amount of any Indebtedness is greater than zero, then the policy will not lapse on that monthly Deduction Day even if the Cash Value is insufficient to pay the Deduction Amount due. Riders that are in force at the time the Cash Value is insufficient to pay the monthly Deduction Amount due will not lapse while this Rider is in force.

If there is a requested increase in the Stated Amount or in the benefit amount of any term insurance rider having separate Death Benefit Guarantee Factors, then this Rider will be amended by a new Table of Death Benefit Guarantee Factors applicable to the increase amount which will be sent to You.

**Issue Date and Effective Date** - The Issue Date and the Effective Date of this Rider are shown on the Policy Summary page for this Rider.

**Contestability** - No material misrepresentation made in any application for this Rider will be used to contest payment of any benefit under this Rider after the Rider has been in force during an Insured's lifetime for two years from the Rider Issue Date.

**Rider Grace Period** - If the Death Benefit Guarantee Value less any Indebtedness is less than zero on any monthly Deduction Day, We will send You a notice of the action required by You to keep this Rider in force. If the required action is not taken within 31 days from the date We send the notice, then this Rider will terminate.

If the Rider Grace Period expires without Your taking the required action to keep this Rider in force, the Grace Period under the policy will then commence if the Cash Value is insufficient to pay the monthly Deduction Amount due at the time this Rider terminates.

**Charge** - This Rider is issued in consideration of the application for it and the deduction of the additional charge, shown on the Policy Summary page for this Rider, from the Accumulation Value. The cost per \$1,000 of the Coverage Amount for the base policy is determined on each monthly Deduction Day and is based on each Insured's age, sex and rate class, and duration of coverage. The cost per \$1,000 of the benefit amount of any term insurance rider having a separate charge, as shown on the Policy Summary page for this Rider, is determined on each monthly Deduction Day and is based on the age, sex, rate class and duration of coverage of the Insured named under that rider.

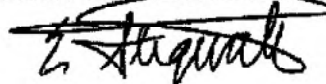
**Termination** - This Rider will terminate on the earliest of:

1. The Rider Expiry Date shown on the Policy Summary page for this Rider.
2. Subject to the Rider Grace Period provision above, the monthly Deduction Day on which the Death Benefit Guarantee Value less any Indebtedness is less than zero.
3. The monthly Deduction Day following Your request, In Writing, to terminate this Rider.
4. Policy termination or maturity.

#### **Reinstatement**

If this Rider terminates, it cannot be reinstated.

THE TRAVELERS LIFE AND ANNUITY COMPANY







## COVERAGE EFFECTIVE DATE ENDORSEMENT

This endorsement is made part of the policy to which it is attached. It is subject to all conditions and limitations of the policy, except where this endorsement provides otherwise.

- I. The following provision is added to the policy:

### WHEN COVERAGE BEGINS

No insurance will take effect prior to the later of the Issue Date or the Policy Date shown on the Policy Summary. Insurance issued will take effect on the later of the Issue Date or the Policy Date shown on the Policy Summary if, on the later of the Issue Date or the Policy Date, the health and other conditions relating to insurability remain complete and true as described in the application for this policy. If this policy was issued with a Policy Date that pre-dates the Issue Date of the policy (a back dated policy), the policy premium or charges begin on the Policy Date even though insurance will not take effect until the Issue Date of the policy.

- II. The definition for Issue Date is amended as follows:

**Issue Date:** the date on which We issue the policy; shown on the Policy Summary.

- III. A. When this endorsement is attached to a flexible premium adjustable life insurance policy or a variable life insurance policy, the definition of Policy Date is amended as follows:

**Policy Date:** the date from which We begin charging the monthly Deduction Amount; shown on the Policy Summary.

- B. When this endorsement is attached to a term or whole life policy, the definition of Policy Date is amended as follows:

**Policy Date:** the date from which policy charges are assessed; shown on the Policy Summary.

Any language to the contrary is hereby superseded by this endorsement.

TRAVELERS LIFE & ANNUITY COMPANY





*Back date to 11/7/04 to Save Age*

Agent- Indicate Company: ☐ The Travelers Insurance Company ☐ The Travelers Life and Annuity Company  
 In this application, "Company" refers to the insurance company whose name is checked above.

# CLIENT INFORMATION

Questions must be answered by Proposed Insured and Additional Proposed Insured, if applicable.  
 If under age 16, complete Juvenile Supplement.

## PROPOSED INSURED:

1. Full Name (print as to appear in policy) John P. Utsick
2. Social Security No. [REDACTED] Date of Birth [REDACTED] Birthplace PA State, Country (if other than U.S.)  
 Sex ☒ M ☐ F Marital Status: ☐ S ☐ M ☒ D ☐ W Current Citizen of USA Country  
 Visa Type or Green Card No. and date issued: \_\_\_\_\_
3. Residence Address 300 S. PAINT DRIVE Apt. No. 3503  
 City Miami Beach State FL Zip 33139 Phone Number (305) 604-5859  
 Email Address \_\_\_\_\_ Driver's License No. and State [REDACTED] 408-0 FL
4. If Proposed Insured has resided at address less than one year, show prior address: \_\_\_\_\_
5. Employer (Name of Firm) Entertainment Group Fund Occupation (Position or Title) Concert Promoter
6. Business Address 300 S. PAINT DR. # 3702  
 City Miami Beach State FL Zip 33139 Phone Number (305) 604-8700  
 Check Calling Preference: ☒ Home ☐ Business Best time to call 9-5 PM
7. Annual Salary \$ 2 MIL Other Income \$ 200K Net Worth \$ 75-100 Million

## ADDITIONAL PROPOSED INSURED (IF APPLICABLE):

1. Full Name (print as to appear in policy) \_\_\_\_\_  
 First Middle Last
2. Social Security No. \_\_\_\_\_ Date of Birth \_\_\_\_\_ Birthplace \_\_\_\_\_  
 Sex ☐ M ☐ F Marital Status: ☐ S ☐ M ☐ D ☐ W Current Citizen of \_\_\_\_\_ State, Country (if other than U.S.)  
 Visa Type or Green Card No. and date issued: \_\_\_\_\_ Country
3. Residence Address \_\_\_\_\_ Apt. No. \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone Number ( ) \_\_\_\_\_  
 Email Address \_\_\_\_\_ Driver's License No. and State \_\_\_\_\_
4. If Proposed Insured has resided at address less than one year, show prior address: \_\_\_\_\_
5. Employer (Name of Firm) \_\_\_\_\_ Occupation (Position or Title) \_\_\_\_\_
6. Business Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone Number ( ) \_\_\_\_\_  
 Check Calling Preference: ☐ Home ☐ Business Best time to call \_\_\_\_\_
7. Annual Salary \$ \_\_\_\_\_ Other Income \$ \_\_\_\_\_ Net Worth \$ \_\_\_\_\_

The Travelers Insurance Company  
 The Travelers Life and Annuity Company  
 P.O. Box 990018, Hartford, Connecticut 06199-0018

THE TRAVELERS

DEC 06 2004

NEW BUSINESS

8. List all life insurance policies or annuity contracts now in effect on any Proposed Insured. If "None," so state. If any life insurance or annuity in this Company or any other company will be replaced, discontinued, reduced or changed if insurance now applied for is issued, so indicate and provide the policy number.

Insured's Name	Company	Year Issued	Face Amount	Personal or Business?	Will be Replaced?	If Yes, Policy #	1035 Exchg?
John	ING	2003	1.05 MIL	PER	No	—	No
John	Travelers	2001	200K	PER	No	—	No
John	Travelers	2004	10 MIL	BUS.	No	—	No
John	Travelers	2004	15 MIL	BUS.	No	—	No

JOHN

UNITED OF  
OMAHA

12/04

7.5mm

BUS

NO

currently going to 1550

## POLICY INFORMATION

9. Product MVP-Flex Premium-Adjust Life Stated Amount \$ 15,000,000  
 (For variable life, also complete Variable Life Supplement) (If \$1 million or above, also complete Life Financial Supplement)

Term Period \_\_\_\_\_ Death Benefit (UL/VUL Only): ☐ Level ☐ Increasing/Variable

10. Supplemental Benefits/Riders (where applicable and if available):

## Term and Whole Life Rider:

☐ Premium Waiver

## Term, UL and VUL Riders:

☐ Child Term \_\_\_\_\_ units

(Requires completion of Family

Insurance Supplement)

☐ \_\_\_\_\_

## UL- and VUL- only Riders:

☐ Accelerated Benefits☐ Accidental Death \$ \_\_\_\_\_☐ Annual Renewable Term \$ \_\_\_\_\_☐ COLA☐ Death Benefit Guarantee (UL)☐ Estate Protector☐ Estate Tax Repeal☐ Insured Term \$ \_\_\_\_\_☐ Lapse Protection Guarantee (VUL)☐ Monthly Deduction Waiver☐ Policy Split Option ☐ Plus Option☐ Return of Premium☐ Scheduled Increase Option \_\_\_\_\_ %☐ Specified Amount Payment/Waiver \$ \_\_\_\_\_☐ Spousal Term \$ \_\_\_\_\_

11. Premium Payment Plan (check 1): ☐ Single ☒ Annual ☐ Semi-Annual

☐ Monthly Pre-Authorized Collection/Payor Soc. Sec. No. \_\_\_\_\_

Premium Payor: \_\_\_\_\_ Billing Address: \_\_\_\_\_

12. Quoted Modal Premium \$ ~~127,000~~ 126,582.48

13. What rate class is being applied for on Proposed Insured? Table 3 On Additional Proposed Insured? \_\_\_\_\_

14. If rate class applied for is not available, would a higher rate on any Proposed Insured be acceptable? ☒ YES ☐ NO

15. Will this application increase an existing policy? ☐ YES ☒ NO If "YES," Policy # \_\_\_\_\_

Current Stated Amount \$ \_\_\_\_\_ New Stated Amount \$ \_\_\_\_\_

Current Modal Premium \$ \_\_\_\_\_ New Modal Premium \$ \_\_\_\_\_



**POLICY OWNER**

*Applicant is the owner unless otherwise noted below.*

*For Multiple Ownership: Upon owner's death, indicate whether ownership interests pass to:*

☐ Surviving Owner(s) (Joint Tenants) or ☐ Deceased Owner's Estate (Tenants in Common)

16. Policy Owner's Full Name (If a Trust, provide Trustee Name(s), Trust Name, Date of Trust and State in which Trust is established.)

Owner's Social Security or Tax ID Number(s)

Owner's Address:

**TRUST CERTIFICATION**

CERTIFICATION OF TRUSTEE(S): Each of the undersigned trustees individually certifies that: (a) all of the above information is true and may be relied on by the Company; (b) they have the right to own and purchase life insurance on the life of the Proposed Insured(s) under the terms of the Trust and applicable law; (c) by completing this certification and acknowledgement and the life insurance application, they have the power to bind the Trust to purchase the policy; (d) the Trust is in full force and effect as of the date of the application; (e) under the terms of the Trust and applicable law, the trustees have the authority to exercise all rights and powers under the policy without the consent of the Proposed Insured(s), including but not limited to, purchasing of insurance, naming and changing beneficiaries, paying premiums, surrendering the policy, withdrawing cash value, borrowing cash value, and assigning or transferring the policy or its proceeds; and (f) the purchase and ownership of the policy by the Trust is being made upon the advice of legal counsel familiar with the objectives of the Trust, the Proposed Insured(s), the Grantor(s) and the Beneficiary(ies). Payment by the Company of policy proceeds to the trustees shall constitute satisfaction of the Company's obligation under the policy to the extent of such payment.

Signature of Trustees

Date Signed

**BENEFICIARY**

*Payment due to two or more beneficiaries or to the survivor(s) of them will be in equal shares, unless otherwise requested. The right to change a beneficiary is reserved.*

17. Beneficiary Name (specify full name(s), relationship(s) and Social Security No.(s))

**GENERAL RISK INFORMATION**

*Please give details to all "YES" answers in the ADDITIONAL INFORMATION section on next page.*

Proposed Insured: Additional Proposed Insured:

Yes No

Yes No

Has any Proposed Insured:

18. Been postponed, rated or declined for Life, Health, Accident or Sickness Insurance in the past 5 years? ... ☒ ☐ (If "YES," state reason(s) and date(s) of such action.)

19. Flown within 5 years as a pilot, student pilot or crew member of any aircraft or as a passenger on other than a scheduled airline, or expect to make such a flight within the next 24 months? ☐ ☒ (If "YES," complete the **Aviation Supplement**.)

20. Engaged in automobile or motorcycle racing, parachuting, skydiving/B.A.S.E. jumping, hang gliding, skin or SCUBA diving or any other hazardous sport? (If "YES," complete the **Avocation Supplement**.) ☐ ☒

21. A) In the past 5 years, been arrested for or convicted of driving while intoxicated or driving under the influence? ☐ ☒

B) In the past 5 years, been arrested for or convicted of any other motor vehicle violation? ☐ ☒

22. Had prior arrests/convictions in a criminal proceeding or been the subject of a criminal proceeding? ☐ ☒

23. Do you intend to reside or travel out of the United States or Canada within the next 24 months? ☒ ☐ (If "YES," complete the **Foreign Travel or Residence Supplement**.)



## ADDITIONAL INFORMATION

Proposed Insured: John was Rated table 3 by Travellers this year  
on Policy that was issued

Additional Proposed Insured: \_\_\_\_\_

## MEDICAL HISTORY

- 1.a. Print Proposed Insured's name in full: John P. UTSICK  
 b. Name and address of personal physician: DR. ANDRADE  
4302 Alton Road, Suite 200 Miami Beach, FL 33140  
 c. Date and reason last consulted: 10/04 Checkup  
 d. What was the diagnosis and treatment: \_\_\_\_\_
- 2.a. Print Additional Proposed Insured's name in full: \_\_\_\_\_  
 b. Name and address of personal physician: \_\_\_\_\_  
 c. Date and reason last consulted: \_\_\_\_\_  
 d. What was the diagnosis and treatment: \_\_\_\_\_

**Answer all questions unless Part Two (Medical Exam) is required.** For all "YES" responses, provide in the "DETAILS" section the question number, names and addresses of doctors, and when and why consulted. Include diagnoses, treatments, dates, duration of illness or injury, and if recovery was full and complete.

Proposed Insured:	Additional Proposed Insured:
Yes No	Yes No

- 3.a. Has the Proposed Insured ever had any indication of, been treated or received medical consultation for: (circle all that apply) \_\_\_\_\_

- b. Has the Additional Proposed Insured ever had any indication of, been treated or received medical consultation for: (circle all that apply) \_\_\_\_\_

Chest Pain, Heart Murmur, Heart Attack, High Blood Pressure, Stroke, Paralysis, Seizure, Deformity, Elevated Cholesterol, Diabetes, Emphysema, Pneumonia, Tuberculosis, Asthma, Hepatitis, Tumor, Arthritis, Sexually Transmitted Disease, Depression, Anxiety, Emotional Disorder, Alcohol/Drug Abuse

- 4.a. Has the Proposed Insured ever had any disorder of: (circle all that apply) \_\_\_\_\_

- b. Has the Additional Proposed Insured ever had any disorder of: (circle all that apply) \_\_\_\_\_

Skin, Neck, Back, Spine, Bones, Joints, Eyes, Ears, Thyroid, Heart, Cerebrovascular System, Lungs, Breasts, Gastrointestinal System, Liver, Kidney, Genitourinary System, Immune System, Nervous System, Blood, Lymph Nodes, Blood Vessels

5. Has any Proposed Insured ever been tested positive for exposure to the HIV infection or been diagnosed as having ARC or AIDS caused by the HIV infection or other sickness or condition derived from such infection? \_\_\_\_\_
6. a. Other than the above, has any Proposed Insured ever had any mental or physical disorder or illness, injury, surgery, or been a patient in a hospital or other medical facility? \_\_\_\_\_  
 b. Other than the above, within the past 5 years, has any Proposed Insured had any physical exam, consultation, EKG, X-ray or other medical test? \_\_\_\_\_
7. During the past year has any Proposed Insured:  
 a. Taken prescription medication? \_\_\_\_\_  
 b. Taken non-prescription medications, including herbal, supplements or other alternative therapies/regimens? \_\_\_\_\_

**MEDICAL HISTORY (CONTINUED)**

8. Has any Proposed Insured ever used cocaine, marijuana, heroin or any other illicit drug or been advised to restrict the use of alcohol or any other drug?.....

Proposed Insured: Yes No  
Additional Proposed Insured: Yes No

9. Does any Proposed Insured consume alcoholic beverages? (If "YES," list type, amount and frequency of use.).....

10. a. Proposed Insured: Height: 5 ft. 10 in. Weight: 175 lbs; weight loss in past 12 mos. 0 lbs.

b. Additional Proposed Insured: Height: \_\_\_\_ ft. \_\_\_\_ in. Weight: \_\_\_\_ lbs; weight loss in past 12 mos. \_\_\_\_ lbs.

11. Has a parent, brother or sister ever had heart disease, stroke/cerebrovascular disease, cancer, or kidney disease? .....

12. FAMILY HISTORY	Age (if living)	Condition of Health	Age (at death)	Cause of Death
Father of Proposed Insured			<u>59</u>	<u>Black Lung</u>
Mother of Proposed Insured			<u>69</u>	<u>Diabetes</u>
Brothers and Sisters of Proposed Insured	<u>61, 58, 56, 65</u>	<u>Good</u>		
Father of Additional Proposed Insured				
Mother of Additional Proposed Insured				
Brothers and Sisters of Additional Proposed Insured				

**DETAILS OF "YES" ANSWERS AND ADDITIONAL INFORMATION**

Proposed Insured: John P. Utsick

Additional Proposed Insured: \_\_\_\_\_

**TOBACCO/NICOTINE USE**

13. My use of tobacco/nicotine products, including (but not limited to) cigarettes, cigars, pipes or any smoking materials, snuff, chewing tobacco, nicotine gum or nicotine patch is as indicated below:

Proposed Insured:

Additional Proposed Insured:

I have **never** used tobacco/nicotine products of any form. ....



I have not used tobacco/nicotine products of any form in the past \_\_\_\_ mos. \_\_\_\_ yrs.

\_\_\_\_ mos. \_\_\_\_ yrs.

\_\_\_\_ mos. \_\_\_\_ yrs.

I currently use tobacco/nicotine products. ....





**SIGNATURE SECTION**

**DECLARATION:** APPLICANT declares to the best of his/her knowledge and belief that all of the statements and answers in Part One and Part Two, if required, are complete and true. **APPLICANT UNDERSTANDS AND AGREES THAT:** (a) Part One and Part Two, if required, and any supplements will form the basis for any insurance issued; (b) Except as stated in the attached Temporary Insurance Agreement: (1) No insurance will take effect prior to the later of the Issue Date or the Policy Date shown on the Policy Summary; (2) Any insurance issued will take effect on the later of the Issue Date or the Policy Date shown on the Policy Summary if, on the later of the Issue Date or the Policy Date, the health and other conditions relating to insurability remain complete and true as described in this application; and (c) No agent is authorized: (1) to make, alter, or discharge any contract; (2) to waive or change any condition or provision of any contract, application, or receipt or (3) to accept any risk or make any decision concerning insurability. The Proposed Insured(s) will be the Applicant(s) of any contract issued on this application unless otherwise indicated below. The right to privacy is protected as required by law.

**NOTICE OF INSURANCE FRAUD:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**CONSENT OF PROPOSED INSURED(S)(If applicable):** I consent to the purchase of insurance on my life by the Trust/Corporation and agree on behalf of myself, my heirs, successors and assigns to hold the Company harmless against any claims made on account of the issuance of the policy to the Trust/Corporation.

**NOTICE TO APPLICANT:** You have the right to designate a secondary addressee to whom, in addition to yourself, we will send notification if your policy should ever be in danger of a possible lapse in coverage. You may designate such person by notifying Travelers Life & Annuity in writing, of the name and address of the person to whom you wish the notification to be sent.

Proposed Insured's Name John P. Utzick

Proposed Insured's Signature ☒ [Signature]

Additional Proposed Insured's Name \_\_\_\_\_

Additional Proposed Insured's Signature ☒ \_\_\_\_\_

Applicant's Signature (if other than Proposed Insured) \_\_\_\_\_

Date 11/7/04 Application taken at Miami Beach, FL  
City, State

Agent's Signature Harvey Firestein Date 11/7/04

Agent's Name HARVEY FIRESTEIN

FL License No. A084465

THE TRAVELERS  
DEC 06 2004  
NEW BUSINESS

**REQUEST FOR BACK DATED POLICY:**

If the Applicant is requesting that the applied for policy be issued with a Policy Date that pre-dates the Issue Date of the policy (a back dated policy) then the Applicant must read and sign below.

Applicant acknowledges that he/she has requested that the policy applied for be issued with a Policy Date selected by the Applicant that pre-dates the Issue Date of the policy. Applicant understands and agrees that if a back dated policy is issued, then the policy premium or charges begin on the Policy Date even though insurance will not take effect until the Issue Date of the policy.

Applicant's Signature

☒

[Signature]

Date: 11/7/04

**NOTES**

**Flexible Premium Adjustable Life Insurance Policy**  
**Premiums Payable Until Policy Maturity or Insured's Prior Death**  
**Insurance Payable at Insured's Death**  
**Non-Participating**